

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 The contractor shall furnish all resources (except for Government furnished items), management, supervision, and services necessary to perform and provide work in accordance with Section C of the contract and individual delivery orders issued under the contract. The vehicles to be converted for use in surveillance will be supplied by the Internal Revenue Service or other Federal Government customer and will be considered government furnished property. The types of vehicles to be modified will include mini and full-size vans, sports utility vehicles, and pickup trucks.

The contract line items and associated labor rate reflected in Attachment A shall be used in the pricing of individual delivery orders as required. All rates are fully burdened, inclusive of indirect costs (for example, overhead, G&A, fringes, profit, etc.). Contract line items may be renumbered as delivery orders are issued. All prices shall include listed equipment and installation. Please note that more than one item may be offered for each optional Contract Line Item (CLIN) if desired. Such additional items should be numbered within the basic CLIN sequence for clarity (i.e. XXX8AA, XXX8AB, XXX8 AC, etc.)

SUPPLIES OR SERVICES AND PRICES/COSTS

Line Item No.	Description of Supplies/Services	Qty	U/I	Unit Price	Total
SEE ATTACHMENT A FOR COMPLETE LINE ITEM DESCRIPTIONS.					
0001	Minivans in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
0002	Full-Size Vans in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
0003	Sport Utility Vehicles in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
0004	Caps and shells for pickup trucks in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
0005	End user training.	0.00	EA	_____	_____
0006	Hourly labor rate to cover the cost of integrating new technology.	000	EA	_____	_____

0007	Quarterly reports.	0.00	EA	NSP	NSP
0008	Video camera(s).	0.00	EA	_____	_____
0009	Video lenses.	0.00	EA	_____	_____
0010	Pan and tilt devices.	0.00	EA	_____	_____
0011	Audio recorders.	0.00	EA	_____	_____
0012	Digital and analog receivers.	0.00	EA	_____	_____
0013	Heating and cooling systems.	0.00	EA	_____	_____
0014	Trade racks and disguised antenna systems.	0.00	EA	_____	_____
0015	Security systems.	0.00	EA	_____	_____
0016	Batteries.	0.00	EA	_____	_____
0017	Concealed secure doorway (bulkhead) for sport utility vehicles.	0.00	EA	_____	_____
0018	Intercom system for mini vans, full-size vans, and sport utility vehicles.	0.00	EA	_____	_____
0019	Video monitor.	0.00	EA	_____	_____
0020	Motor vehicle suspension or stabilization system.	0.00	EA	_____	_____
0021	Surveillance operating compartment heating system.	0.00	EA	_____	_____
0022	Motor vehicle rust proofing.	0.00	EA	_____	_____
0023	Auxiliary ignition system and accelerator.	0.00	EA	_____	_____
0024	Second video recorder.	0.00	EA	_____	_____
0025	Second color monitor.	0.00	EA	_____	_____
0026	Panic switch.	0.00	EA	_____	_____
0027	Concealed BNC connector.	0.00	EA	_____	_____
0028	Concealed audio jack.	0.00	EA	_____	_____

OPTION YEAR 1: OCTOBER 1, 2005- SEPTEMBER 30, 2006

1001	Minivans in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
1002	Full-Size Vans in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
1003	Sport Utility Vehicles in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
1004	Caps and shells for pickup truck in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
1005	End user training.	0.00	EA	_____	_____
1006	Hourly labor rate to cover the cost of integrating new technology.	0.00	EA	_____	_____
1007	Quarterly reports.	0.00	EA	NSP	NSP
1008	Video camera(s).	0.00	EA	_____	_____
1009	Video lenses.	0.00	EA	_____	_____
1010	Pan and tilt devices.	0.00	EA	_____	_____
1011	Audio recorders.	0.00	EA	_____	_____
1012	Digital and analog receivers and scanners.	0.00	EA	_____	_____
1013	Heating and cooling systems.	0.00	EA	_____	_____
1014	Trade racks and disguised antenna systems.	0.00	EA	_____	_____
1015	Security systems.	0.00	EA	_____	_____
1016	Batteries.	0.00	EA	_____	_____
1017	Concealed secure doorway (bulkhead) for sport utility vehicles.	0.00	EA	_____	_____

1018	Intercom system for mini vans, full-size vans, and sport utility vehicles.	0.00	EA	_____	_____
1019	Video monitor.	0.00	EA	_____	_____
1020	Motor vehicle suspension or stabilization system.	0.00	EA	_____	_____
1021	Surveillance operating compartment heating system.	0.00	EA	_____	_____
1022	Motor vehicle rust proofing.	0.00	EA	_____	_____
1023	Auxiliary ignition system and accelerator.	0.00	EA	_____	_____
1024	Second video recorder.	0.00	EA	_____	_____
1025	Second color monitor.	0.00	EA	_____	_____
1026	Panic switch.	0.00	EA	_____	_____
1027	Concealed BNC connector.	0.00	EA	_____	_____
1028	Concealed audio jack.	0.00	EA	_____	_____

OPTION YEAR 2: OCTOBER 1, 2006- SEPTEMBER 30, 2007

2001	Minivans in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
2002	Full-Size Vans in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
2003	Sport Utility Vehicles in accordance with the vehicle package descriptions Attachment A.	0.00	EA	_____	_____
2004	Caps and shells for pickup trucks in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
2005	End user training.	0.00	EA	_____	_____
2006	Hourly labor rate to cover the cost of integrating new technology.	0.00	EA	_____	_____

2007	Quarterly reports.	0.00	EA	NSP	NSP
2008	Video camera(s).	0.00	EA	_____	_____
2009	Video lenses.	0.00	EA	_____	_____
2010	Pan and tilt devices.	0.00	EA	_____	_____
2011	Audio recorders.	0.00	EA	_____	_____
2012	Digital and analog receivers and scanners.	0.00	EA	_____	_____
2013	Heating and cooling systems.	0.00	EA	_____	_____
2014	Trade racks and disguised antenna systems.	0.00	EA	_____	_____
2015	Security systems.	0.00	EA	_____	_____
2016	Batteries.	0.00	EA	_____	_____
2017	Concealed secure doorway (bulkhead) for sport utility vehicles.	0.00	EA	_____	_____
2018	Intercom system for mini vans, full-size vans, and sport utility vehicles.	0.00	EA	_____	_____
2019	Video monitor.	0.00	EA	_____	_____
2020	Motor vehicle suspension or stabilization system.	0.00	EA	_____	_____
2021	Surveillance operating compartment heating system.	0.00	EA	_____	_____
2022	Motor vehicle rust proofing.	0.00	EA	_____	_____
2023	Auxiliary ignition system and accelerator.	0.00	EA	_____	_____
2024	Second video recorder.	0.00	EA	_____	_____
2025	Second color monitor.	0.00	EA	_____	_____
2026	Panic switch.	0.00	EA	_____	_____

2027	Concealed BNC connector.	0.00	EA	_____	_____
2028	Concealed audio jack.	0.00	EA	_____	_____
OPTION YEAR 3: OCTOBER 1, 2007- SEPTEMBER 30, 2008					
3001	Minivans in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
3002	Full-Size Vans in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
3003	Sport Utility Vehicles in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
3004	Caps and shells for pickup trucks in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
3005	End user training.	0.00	EA	_____	_____
3006	Hourly labor rate to cover the cost of integrating new technology.	0.00	EA	_____	_____
3007	Quarterly reports.	0.00	EA	NSP	NSP
3008	Video camera(s).	0.00	EA	_____	_____
3009	Video lenses.	0.00	EA	_____	_____
3010	Pan and tilt devices.	0.00	EA	_____	_____
3011	Audio recorders.	0.00	EA	_____	_____
3012	Digital and analog receivers and scanners.	0.00	EA	_____	_____
3013	Heating and cooling systems.	0.00	EA	_____	_____
3014	Trade racks and disguised antenna systems.	0.00	EA	_____	_____
3015	Security systems.	0.00	EA	_____	_____
3016	Batteries.	0.00	EA	_____	_____

3017	Concealed secure doorway (bulkhead) for sport utility vehicles.	0.00	EA	_____	_____
3018	Intercom system for mini vans, full-size vans, and sport utility vehicles.	0.00	EA	_____	_____
3019	Video monitor.	0.00	EA	_____	_____
3020	Motor vehicle suspension or stabilization system.	0.00	EA	_____	_____
3021	Surveillance operating compartment heating system.	0.00	EA	_____	_____
3022	Motor vehicle rust proofing.	0.00	EA	_____	_____
3023	Auxiliary ignition system and accelerator.	0.00	EA	_____	_____
3024	Second video recorder.	0.00	EA	_____	_____
3025	Second color monitor.	0.00	EA	_____	_____
3026	Panic switch.	0.00	EA	_____	_____
3027	Concealed BNC connector.	0.00	EA	_____	_____
3028	Concealed audio jack.	0.00	EA	_____	_____

OPTION YEAR 4: OCTOBER 1, 2008- SEPTEMBER 30, 2009.

4001	Minivans in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
4002	Full-Size Vans in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
4003	Sport Utility Vehicles in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
4004	Caps and shells for pickup trucks in accordance with the vehicle package descriptions in Attachment A.	0.00	EA	_____	_____
4005	End user training.	0.00	EA	_____	_____

4006	Hourly labor rate to cover the cost of integrating new technology.	0.00	EA	_____	_____
4007	Quarterly reports.	0.00	EA	NSP	NSP
4008	Video camera(s).	0.00	EA	_____	_____
4009	Video lenses.	0.00	EA	_____	_____
4010	Pan and tilt devices.	0.00	EA	_____	_____
4011	Audio recorders.	0.00	EA	_____	_____
4012	Digital and analog receivers and scanners.	0.00	EA	_____	_____
4013	Heating and cooling systems.	0.00	EA	_____	_____
4014	Trade racks and disguised antenna systems.	0.00	EA	_____	_____
4015	Security systems.	0.00	EA	_____	_____
4016	Batteries.	0.00	EA	_____	_____
4017	Concealed secure doorway (bulkhead) for sport utility vehicles.	0.00	EA	_____	_____
4018	Intercom system for mini vans, full-size vans, and sport utility vehicles.	0.00	EA	_____	_____
4019	Video monitor.	0.00	EA	_____	_____
4020	Motor vehicle suspension or stabilization system.	0.00	EA	_____	_____
4021	Surveillance operating compartment heating system.	0.00	EA	_____	_____
4022	Motor vehicle rust proofing.	0.00	EA	_____	_____
4023	Auxiliary ignition system and accelerator.	0.00	EA	_____	_____
4024	Second video recorder.	0.00	EA	_____	_____
4025	Second color monitor.	0.00	EA	_____	_____
4026	Panic switch.	0.00	EA	_____	_____

4027	Concealed BNC connector.	0.00	EA	_____	_____
4028	Concealed audio jack.	0.00	EA	_____	_____

B.2 The overall price of \$24 million for the base and all option periods combined is a budgetary estimate. The Government is not obligated to pay the contractor any amount in excess of the stated minimum contract value of \$150,000.00 without the issuance of specific Delivery Orders. The minimum contract value will be satisfied by issuance of the first Delivery Order.

B.3 BASE AND OPTION PERIODS

Base Year	October 1, 2004 through September 30, 2005
First Option Year	October 1, 2005 through September 30, 2006
Second Option Year	October 1, 2006 through September 30, 2007
Third Option Year	October 1, 2007 through September 30, 2008
Fourth Option Year	October 1, 2008 through September 30, 2009

SECTION C

STATEMENT OF OBJECTIVES

C.1 The Internal Revenue Service requires the modification of motor vehicles for covert surveillance use. The vehicles to be supplied by the procuring government agency include common mini and full-size vans, sport utility vehicles, and pickup trucks for caps and shells. Camper shells will not be provided by the procuring government agency.

C.2 Each vehicle's surveillance operating compartment must include, but shall not be limited to the following [refer to L.7(2)]:

1. Ergonomically designed master console workstation, equipment racks, and seating areas.
2. Effective interior lighting.
3. Security systems for the vehicle and for the safety of the surveillance system operator. A panic switch that will cause the vehicle's lights to flash and horn to sound must be included in mini and full-size vans.
4. Concealed secure doorway (bulkhead) between the vehicle's driving and surveillance operating compartments for mini and full-size vans.
5. Surveillance operating compartment cooling system that will be effective in all climates throughout the U.S.
6. Soundproofing to minimize the transfer of noise from the surveillance operating compartment to the exterior of the vehicle.
7. Adequate onboard battery power to support a continuous surveillance operation of more than 8 hours in duration.
8. Onboard battery charger.
9. Inverter and outlets for additional AC operated equipment.
10. Ventilation system for the exchange of air in and out of the surveillance operating compartment.
11. Auxiliary ignition system and accelerator for mini and full-size vans.
12. Interior floor, wall and ceiling coverings.
13. Storage area for manuals and supplies.
14. Retractable through the roof periscope with electronic pan and tilt capabilities for full size vans and for other vehicles where feasible.

15. Color video camera for periscope mounting with an electronically controlled zoom lens for long and short-range video in both urban and rural environments.
16. Two or more camera mounting positions for video surveillance through the vehicle's windows.
17. Color video camera for window mounting positions with an electronically controlled zoom lens for long and short-range video in both urban and rural environments.
18. Black and white low-light video camera for window mounting positions with an electronically controlled zoom lens for long and short-range video in both urban and rural environments.
19. VHF and UHF band audio receiver/scanner.
20. One video recorder configured to receive the video signal from any of the camera positions along with the audio from available sources.
21. One color monitor configured to receive the video signal from any of the camera positions along with the audio from available sources.
22. One audio recorder configured to receive the audio from available audio sources.
23. Installation of the government supplied two way mobile radio system for mini and full-size vans. The approximate base unit dimensions are: H 2.5", W 9.5", D 13". The government supplied antenna for the mobile radio will be a cowl mounted AM/FM disguised antenna.
24. Covertly installed or disguised antennas for all RF receiving and transmitting equipment, except for the government supplied two way radio system.
25. Modification layout drawings with dimensions and wiring diagrams for each type of vehicles.
26. Time/Date generator.
27. Modification warranty (at least one year) documentation.

C.3 Optional upgrade equipment includes but is not limited to [refer to L.7(2)]:

1. Video cameras, lenses and lens extenders, monitors, recorders, printers, motion sensors, time/date generators.
2. Pan and tilt devices.
3. Audio recorders.

4. Digital and analog receivers and scanners including those that are NTIA (TIA/EIA-102) compliant.
5. Heating and cooling systems.
6. Trade racks and disguised antenna systems.
7. Security systems.
8. Batteries.
9. Concealed secure doorway (bulkhead) between the vehicle's driving and surveillance operating compartments for sport utility vehicles.
10. Intercom system for mini and full-size vans and sport utility vehicles with bulkheads that provides an audio link between the vehicle's driving and surveillance operating compartments.
11. Video monitor for driving compartment BNC connector.
12. Motor vehicle suspension or stabilization system that will eliminate or substantially reduce vehicle rocking while the surveillance system operator moves around the interior of the surveillance operating compartment.
13. Surveillance operating compartment heating system that will be effective in colder U.S. climates.
14. Motor vehicle rust proofing.
15. Auxiliary ignition system and accelerator for sport utility vehicles, caps and shells.
16. Second video recorder configured to receive the video signal from any of the camera positions along with the audio from available sources.
17. Second color monitor configured to receive the video signal from any of the camera positions along with the audio from available sources.
18. A panic switch that will cause the vehicle's lights to flash and horn to sound for sport utility vehicles, caps and shells.
19. A concealed BNC connector installed in the driving compartment. The connection must be configured to provide video signaling from any video source present in the surveillance operating compartment of the vehicle.
20. A concealed audio jack installed in the driving compartment of all vehicles that is configured to provide audio signaling from any audio sources present in the surveillance operating compartment of the vehicle.

C.4 ADDITIONAL REQUIREMENTS

1. End user training proposal detailing the type and location of the training. A minimum of two days of training for two operators per vehicle is required.
2. An hourly labor rate to cover the cost of integrating new technology into the proposed modifications should this become necessary.
3. An estimate of the time needed to complete each of the proposed vehicle modifications for CLINs 0001, 0002, 0003, and 0004.
4. Quarterly contract usage reports to the IRS Administrative Contracting Officer to include at a minimum:
 - a. Contract and Delivery Order Number
 - b. Amount of Order
 - c. Date of Order
 - d. Listing of Line Items included in Order
 - e. Ordering Agency
 - f. Ordering Agency point of contact, to include name, phone number and e-mail address.
 - g. Overall total dollar amount for all orders within the reporting period

Contract usage reports detailing all delivery orders issued for the period shall be forwarded to the IRS Administrative Contracting Officer quarterly. Reports for the quarter shall be furnished electronically or in writing no later than the 15th day of each quarter (i.e. January 15th, April 15th, July 15th, and October 15th of each year).

SECTION D PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 MARKING

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract and delivery order by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement, which requires the delivered item(s).
- (3) Indicates whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) A copy of the document required in paragraph (a) above shall be simultaneously provided to the contracting officer (if contracting officer not addressee of deliverable).

(c) The contractor shall take all necessary precautions to ensure that all sensitive data developed under this contract are delivered to the Government in a secure manner.

**SECTION E
INSPECTION AND ACCEPTANCE**

E.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR- HOUR	MAY 2001
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

SECTION F DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 CONTRACT TERM

The term of this contract, including the exercise of all options, is 60 months. The base term is October 1, 2004 through September 30, 2005.

F.3 PERIOD OF PERFORMANCE

Period of performance will be specified in each individual delivery order. In the event that an order requires performance that extends beyond the current contract term, the contractor shall be required to complete performance within the schedule set forth in the delivery order, provided such period does not extend beyond 180 days after expiration of the contract.

F.4 DELIVERIES OR PERIOD OF PERFORMANCE

- (a) Each order shall specify the period of performance.
- (b) All deliverables required under each delivery order shall be shipped F.O.B Destination to the Government address identified in each delivery order.
- (c) A copy of the transmittal letter forwarding the deliverable(s) to the specified destination(s) shall be directed to the contracting officer at the address in Section G.1.

F.5 SUBMISSION OF REPORTS

The following reports are required to be delivered under this contract in accordance with the schedules stated. Addresses for the IRS Administrative Contracting Officer and COTR are provided in Section G.

- (a) Specific reports will be identified as required in individual delivery orders.
- (b) Contract usage reports detailing all delivery orders issued within the quarter shall be forwarded to the IRS Administrative Contracting Officer quarterly. Reports for the quarter shall be furnished electronically or in writing no later than the 15th day of each quarter (i.e. January 15th, April 15th, July 15th, and October 15th of each year). Information to be included in the reports to include:
 - 1. Contract and Delivery Order Number
 - 2. Amount of Order
 - 3. Date of Order
 - 4. Listing of Line Items included in Order
 - 5. Ordering Agency
 - 6. Ordering Agency point of contact, to include name, phone number and e-mail address.
 - 7. Overall total dollar amount for all orders within the quarterly reporting period.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY - CONTRACTING OFFICER, CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE AND CONTRACTOR'S PROJECT MANAGER

(a) IRS Contracting Officer - The contracting officer for administration of this contract is: **Bobbie J. Brown**

Each Delivery Order issued by organizations other than the IRS will indicate the Contracting Officer relevant to that specific Delivery Order.

The contracting officer, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract. Notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the contracting officer. Any changes made by the contractor at the direction of any person other than the contracting officer will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result of the change.

(b) IRS Contracting Officer's Technical Representative - The Contracting Officer's Technical Representative (COTR) for this basic contract is: **To be announced at time of award**

Each Delivery Order issued by organizations other than the IRS will designate the COTR relevant to that specific Delivery Order.

The COTR will represent the contracting officer in the administration of technical details within the scope of this contract. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the contracting officer or the Government. The COTR does not have authority to alter the contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the contracting officer. The COTR assignment for this contract may be changed at any time by the Government without prior notice to the contractor. The contractor will be notified of the change. **(Also see Contract Management Guidelines at Attachment D)**

(c) Project Manager - The contractor's designated Project Manager for this contract is:

Name: _____

Tele. No: _____ **FAX No:** _____

E-Mail Address: _____

The contractor shall provide a Project Manager for this contract that shall have the authority to make any no-cost contract technical, hiring and dismissal decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Project Manager shall have full authority to act for the contractor in the performance of the required services. The Project Manager, or a designated representative, shall meet with the COTR to discuss problem areas as they occur. The Project Manager, or designated representative shall respond within four hours after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

G.2 PAYMENT SCHEDULE

A payment schedule will be specified in each delivery order.

G.3 INVOICES

- (a) The original invoice shall be submitted to the Accounting Office designated on each Delivery Order. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the contractor, copies of the invoice, clearly marked as information copies, shall be submitted concurrently to the COTR and the Contract Administrator designated for each specific Delivery Order.
- (b) To constitute a proper invoice, the invoice must include those items cited in FAR 52.232-25, Prompt Payment, Paragraphs (a)(3)(i) through (a)(3)(viii).

G.4 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE

Indicate the responsible official(s) who can receive notification of an improper invoice and answer questions. For additional information, see Section I, 52.232-25 Prompt Payment.

NAME: _____ **TITLE:** _____

TELE: _____ **E-MAIL:** _____

G.5 ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION/PAID SYSTEM

IPS number IR1052-01-001, Electronic Funds Transfer (EFT) Payments

In order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. CCR is the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing

<http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the Internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) that a contractor can call to get an expedited DUNS number in order to start the registration process. Contractors must obtain the EFT account numbers from their own financial institution, if not already known. Contractors will be ineligible for awards if they are not registered in CCR, unless they meet one of the exceptions in FAR 4.1102(a). Contractors who qualify for an exception must still obtain an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form directly to:

Internal Revenue Service
Beckley Finance Center
P. O. Box 9002
BECKLEY, WV 25802
Or Fax to: (304) 256-6033

If the ACH Vendor/Miscellaneous Payment Enrollment Form is not included in this solicitation/award, it can be obtained from the IRS Contracting Officer or from the IRS Beckley Finance Center, (304) 256-6000.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Center within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Center within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information to: CFOBFC.CCRPaymentinformation@irs.gov.

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The form can be obtained from the Contracting Officer or from the Beckley Finance Center by phone at (304) 256-6000 or by fax at (304)256-6033. Contractors must obtain the waiver from EFT payments prior to award of a contract or agreement.

IPS number IR1052-01-002, PAID System

Access to On-line Payment Information. The U. S. Department of Treasury, Financial Management Service maintains the Payment Advice Internet Delivery (PAID) system. PAID provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access.

Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/>. Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact the IRS Beckley Finance Center at (304) 256-6000.

G.6. ORDERING ACTIVITIES –

(a) Supplies and services to be furnished under this contract shall be ordered by the issuance of Delivery Orders by any Federal Agency during the term of this contract.

(b) Each agency in paragraph (a) above shall contact the IRS Procurement Office, Contract Administrator in writing and receive authorization prior to placement of initial order under this contract. Written request to include designated Point of Contact, address, and telephone number.

(c) Each agency will place their own Delivery Orders against the multiple award contract(s) and forward them directly to the Contractor.

(d) Each agency using the contract will be responsible for funding, paying and administering delivery orders for the supplies/services ordered under the contract.

(e) Any and all disputes regarding Delivery Orders that may arise during the term of this contract shall be resolved between the agency using the contract and the Contractor. The IRS Contract Administrator should be informed of disputes and their outcome.

(f) It shall be the responsibility of the agency using the contract to conduct quality assurance review of the delivered supplies compliance with the specifications.

G.7. GOVERNMENT-WIDE COMMERCIAL PURCHASE CARD (GCPC)

In accordance with FAR 13.301, Government-wide commercial purchase card, the contractor, solely at its discretion, may accept orders and payments by the GCPC. The contractor is under no obligation to accept any such orders by GCPC. If the contractor accepts an order by GCPC, it must also accept payment by the card.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 SAFEGUARDS

Offerors must certify that, upon award of the contract, no persons with a history of a felony conviction will be employed by the contractor or permitted on the offeror's premises during the entire term of the contract. The successful offeror shall furnish the full name, birth date, and social security numbers of all employees employed during the entire term of the contract so that the IRS may check for felony convictions.

H.2 ORDER PROCESS:

- (a) As a guaranteed minimum under the contract, the IRS will order the contract minimum amount in a Delivery Order to be placed in the base year. The total of all orders issued under this contract may not exceed the established contract value as stated in Section B of the contract. The guaranteed order may be obligated at time of award.
- (b) Only the IRS CO is authorized to issue changes to the contract. However, any Federal agency may generate a delivery order. The specific delivery order process is detailed in the Contract Management Guidelines (Attachment D).
- (c) All deliverables will be identified in individual delivery orders.
- (d) Delivery orders will be firm fixed price.
- (e) Each delivery order will be placed using Optional Form 347 and contain the following:
 - (1) The statement of work and deliverables, as appropriate.
 - (2) Special reporting requirements
 - (3) Required delivery date
 - (4) Applicable special provisions
 - (5) Total firm fixed price
- (f) Any authorized Federal Government contracting officer, acting within the scope of his or her warrant, may sign the delivery orders.
- (g) A copy of each Delivery Order is required to be forwarded to the IRS Contracting Officer at:

**Internal Revenue Service Procurement Office
Attn: Bobbie J. Brown
6009 Oxon Hill Road, Room 500
Oxon Hill, MD 20745**

H.3 ADVERTISING OF AWARD

The contractor shall not refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.4 NEWS RELEASES

The contractor shall obtain explicit, written consent from the contracting officer before making reference to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising.

H.5 EVALUATION OF CONTRACTOR PERFORMANCE

(a) Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract. Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted 30 (thirty) days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the contracting officer, whose decision will be final. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

(b) Electronic Access to Contractor Performance Evaluations

Contractors may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: http://ocm.od.nih.gov/cdmp/cps_contractor.htm The registration process requires the contractor to identify an individual who will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact that will be responsible for notifying the contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

H.6 Post-Award Meeting - A post-award meeting will be held with the agency's key personnel and the Government within 30 days of contract award. The post award contracting officer assigned to the contract will arrange and coordinate the meeting with the agency.

H.7 SYSTEM/SERVICE IMPROVEMENTS

- a) During the performance of this contract, the Government may solicit, and the Contractor is encouraged to independently propose improvements to the system, services, or other contract requirements. These improvements, which must be within the general scope of this contract, may be proposed for technology enhancement, technology renewal, or for any other purpose which presents a system or service performance advantage to the Government. Improvements in technology which better provides for the needs of employees/users with disabilities is especially encouraged.
- b) At a minimum, any proposal submitted by the Contractor pursuant to this clause shall include the following information:
 - *A statement to the effect that the proposal is being submitted pursuant to this clause;
 - *A detailed technical description of the proposed changes;
 - *A detailed comparison between the existing contract requirements and the proposed changes, including the advantages and disadvantages of each;
 - *An itemized list of each contract requirement, including any delivery schedules or completion dates that would, in the Contractor's opinion, be effected by the proposed changes;
 - *An estimate of any change (increase or decrease) to the contract's price, including any related cost, such as operation;
 - *An estimate of the date by which the Government should – accept the proposal in order to receive maximum benefits; and,
 - *The date until which the proposal is valid. (This date must provide reasonable time for the Government to review the proposal.)
- c) The Contractor may withdraw, in whole or in part, any improvement proposal which is not accepted by the Government within the specified time for acceptance.
- (d) The Contracting Officer shall accept or reject any improvement proposal by giving the Contractor written notice of such acceptance or rejection.

- (e) If the proposal is accepted, the Contracting Officer shall issue a contract any increase or decrease in the contract price. Such adjustment shall be made in accordance with the FAR clause 52.243-1, entitled "Changes-Fixed Price". However, the contract modification shall state this is entered into under the authority of this clause.
- f) Unless and until the contract is modified in writing to incorporate any changes resulting from the Government's acceptance of an improvement proposal, the Contractor shall continue to perform in accordance with the contract's existing terms and conditions.
- g) The Contracting Officer's decision to accept or reject any improvement proposal shall be final and shall not be subject to the terms cited in Section I of FAR 52.233-1, "Disputes". Furthermore, the Government shall not be liable for the direct reimbursement of any proposal costs. In no event shall the Government be liable for any additional costs incurred by the Contractor due to the Government's delay in accepting or rejecting any improvement proposal.
- h) The Contractor is requested to identify specifically any information contained in its improvement proposal which it considers confidential and/or proprietary and which it prefers not be disclosed outside the Government. The Contractor's identification of information as confidential and/or proprietary is for informational purposes only and shall not be binding on the Government. The Contractor is advised that such information may be subject to releases under the Freedom of Information Act (5 U.S.C. 552).

SECTION I CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT -- ALTERNATE I	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN1999
52.216-18	ORDERING	OCT 1995
52.216-22	INDEFINITE QUANTITY	OCT 1995
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000

52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2002
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.232-1	PAYMENTS	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS--ALTERNATE II	DEC 2002
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEPT 2000
52.244-2	SUBCONTRACTS	AUG 1998
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JUN 2003
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEPT 1996

52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999

I.2 FAR 52.203-12 (JUN 03) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION- DEPARTMENT OF THE TREASURY, JAN 1990)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions: (a) The awarding of any Federal contract. (b) The making of any Federal grant. (c) The making of any Federal loan. (d) The entering into of any cooperative agreement. (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or an appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency: (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment. (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code. (c) A special Government employee, as defined in section 202, title 18, United States Code. (d) An individual who is a member of a Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for such work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal action: The awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into any cooperative

agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action: (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities. (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action; (2) Technical discussions regarding the preparation of any unsolicited proposal prior to its official submission; and (3) Capability presentations by persons seeking awards from an agency pursuant to the provision of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in

the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communication with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services.

Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of an bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officer or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives

provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

- (A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes-

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- or (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action;
- or (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(v) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(vi) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided by 31 USC 1352. An

imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vii) Cost allowability. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$150,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$24,000,000.00;

(2) Any order for a combination of items in excess of \$24,000,000.00; or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum- order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions. As used in this clause-- "Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241) (flowdown required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.5 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.6 DTAR 1052.219-73 DEPARTMENT OF TREASURY MENTOR PROTÉGÉ PROGRAM (JAN 2000)

(a) Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protégé Program. Mentor firms provide small business proteges with developmental assistance to enhance their business capabilities and ability to obtain federal contracts.

(b) Mentor firms, are large prime contractors or eligible small businesses capable of providing developmental assistance. Protégé firms are small businesses, as defined in 13 CFR 121,124, and 126.

(c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid proteges. Contractors interested in participating in the program are encouraged to contact the Department of the Treasury OSBD or the Bureau of the OSBD for further information.

SECTION J
LIST OF ATTACHMENTS

<u>Attachment No.</u>	<u>Description</u>
A	Contract Line Item Descriptions
B	Historical Contract Use Figures
C	Past Performance Questionnaire
D	Contract Management Guidelines

**SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

**K.1 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(APR 1991) 1052.203-11– DEPARTMENT OF THE TREASURY- (DEVIATION)**

- (a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that—
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the contracting officer, and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are /_/_ are not /_/_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have /_/_ have not /_/_ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are /_/_ are not /_/_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has /_/_ has not /_/_ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the

Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.3 FAR 52.215-6 PLACE OF PERFORMANCE BUSINESS (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, // intends, //, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal

or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET, ADDRESS, CITY,
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

K.4 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Apr 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334220.

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it /_ / is, /_ / is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents, for general statistical purposes, that it /_ / is, /_ / is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents as part of its offer that it /_ / is, /_ / is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents as part of its offer that it /_ / is, /_ / is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it /_ / is, /_ / is not a service-disabled veteran-owned small business concern.

(6) ["Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision."] The offeror represents, as part of its offer, that—

(i) It /_ / is, /_ / is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It /_ / is, /_ / is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern—

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.5 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

(a) It /_ / has, /_ / has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /_ / has, /_ / has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.6 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) it /_ / has developed and has on file, /_ / has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it /_ / has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.7 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for

proposals or quotations: [list names, titles, telephone numbers, and e-mail address of the authorized negotiators].

_____	_____	_____
_____	_____	_____
_____	_____	_____

K.8 CERTIFICATION

TO BE COMPLETED BY THE OFFEROR: *(The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages).* An individual authorized to bind the offeror must execute the Representations and Certifications below.

The offeror makes the foregoing Representations and Certifications as part of its proposal.

Name of Offeror _____
Signature of Authorized Individual _____ **Date** _____
Printed/Typed Name of Authorized Individual _____
Title or Position of Authorized Individual _____

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C.1001.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text may be accessed electronically at this address: <http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.222-24	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

L.2 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(a) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(b) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(4) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(5) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(6) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's

reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(7) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(8) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(9) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(10) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite delivery indefinite quantity contract resulting from this solicitation. The contract authorizes the issuance of firm fixed price delivery orders.

L.4 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**Internal Revenue Service
ATTN: April Delancy, OS:A:P:O:S
Constellation Building, 7th Floor
6009 Oxon Hill Road
Oxon Hill, MD 20745**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of the Treasury (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.6 PROPOSAL PREPARATION INSTRUCTIONS -GENERAL

(a) The Offeror is advised to carefully read the entire RFP.

(b) An original hard copy and six photocopies of the proposal, along with one electronic copy of floppy disk or CD, including all its support documentation shall be submitted and must acknowledge receipt of any amendments. Any amendment(s) to the solicitation will be posted to the IRS Procurement website at www.procurement.irs.treas.gov. At least one copy shall be in loose-leaf binder format. Proposals shall be submitted on single sided, 8 ½" x 11" paper, with a font size no smaller than 12 points. The disk copy shall be formatted in MS Word and Excel version 6 or higher. All disks shall include a label identifying the offeror's name, address, format version and file name.

- (c) Proposals must be received by **3:00 p.m. local time, June 4, 2004 to:**

**Internal Revenue Service
Christina Smith, OS:A:P:O:S
Constellation Centre Building - Room 500
6009 Oxon Hill Road
Oxon Hill, Maryland 20745-3129**

- (d) Copy Number One of the proposal shall contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized for the remaining five copies of the proposal.
- (e) Facsimile proposals are not authorized for this solicitation.
- (f) E-mail or other electronic proposals are not authorized for this solicitation.
- (g) Changes to the offeror's proposal shall be by amended pages. Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the right margin of the page. The offeror shall include the date of the amendment on the lower right hand corner of the page as well as the RFP amendment number, if applicable, which caused the change.
- (h) Proposals will consist of and must include:
- (i) Signed Standard Form 33 (cover page to RFP)
 - (ii) Completed RFP Section B, Supplies or Services and Price/Costs (be sure to insert line item prices and extended amount for the base year and any option years).
 - (iii) Completed RFP Sections G and K.
 - (iv) The information required under paragraph L.7 and L.8 below.

The completion and submission to the Government of the above items will constitute an offer and will indicate the offeror's unconditional assent to the terms and conditions in this RFP and in any attachments thereto. For every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe it's reasoning therefore.

- (i) To aid in the evaluations, proposals shall be clearly and concisely written as well as neat and logically assembled. Prospective offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narrative, elaborate brochures, uninformative promotional material and so forth, should not be submitted.

All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

- (j) In accordance with FAR clause 52.215-1, Instructions to Offerors- Competitive Acquisition, any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.

L.7 PROPOSAL PREPARATION INSTRUCTIONS

- (a) In response to the statement of objectives the offeror shall submit:
 - (1) A detailed statement of work to include a firm estimate of the time needed to complete each of the proposed vehicle modifications as indicated in the Statement of Objectives.
 - (2) Pricing for each type of vehicle package configured as indicated in the Statement of Objectives (to include Base and Option Years). All prices shall include listed equipment and installation. Please note that more than one item may be offered for each optional Contract Line Item (CLIN) if desired. Such additional items should be numbered within the basic CLIN sequence for clarity (i.e. XXX8AA, XXX8AB, XXX8 AC, etc.)
 - (3) An itemized list of equipment that the offeror views as important for this requirement.
 - (4) A fully burdened hourly labor rate to cover the cost of integrating new technology into the proposed modifications should this become necessary (to include Base and Option Years).

(b) Company Profile and Experience -

(1) Organization - Offerors shall provide a description of their organization, including size, clients, and billings.

(2) Experience - The offeror shall describe its experience on three to five directly related or similar contracts or projects currently in progress or held within the last 3 years, which are of similar scope, magnitude and complexity to that which is detailed in the RFP. The information must clearly indicate whether the work by the offeror was done as a prime contractor or a subcontractor. Contracts/Projects listed may include those entered into by the federal government, agencies of state and local governments, and commercial customers.

(i) Include the following information for each project listed:

- *Name of Client
- *Contract Number or Project Identifier
- *Total contractor/project dollar value
- *Period of Performance
- *Specify whether the offeror was prime contractor or subcontractor
- *Relevancy of the contract/project to proposed requirement
- * Discuss any cost growth if the contract was not completed for the original contract amount
- *Discuss any problems, specifically in delivery or cost, the corrective action taken and effectiveness of the action

(ii) Offerors shall submit similar experience information on proposed significant or critical subcontractors; but such subcontractor experience must be relevant to that required under this RFP and to the work to be subcontracted. The proposal must describe the work to be subcontracted and why such subcontractor experience is relevant considering the subcontractor effort proposed.

(iii) Offerors must either provide the above information or affirmatively state that it and/or its significant subcontractor possesses no relevant, directly related or similar past performance.

Brochures or other marketing material are not acceptable in response to the above.

(c) Past Performance –

(i) For those projects cited in paragraph L.7(b)(2) above, the offerors shall include the client's name and address, and the name of two references (preferably a technical and contracting reference). Please be sure to include a telephone and FAX number and E-mail address, if available. Contractors are to distribute Past Performance Questionnaires (see Attachment B) to all past performance references. Questionnaires are to be completed by the reference

personnel and forwarded directly to the IRS at:

**Internal Revenue Service
Christina Smith, OS:A:P:O:S
Constellation Centre Building - Room 500
6009 Oxon Hill Road
Oxon Hill, Maryland 20745 -or-**

Christina.L.Smith@irs.gov

Completed questionnaires should be received no later than the proposal due date. The IRS will contact references at random, either in writing or by telephone, to obtain additional past performance information on the projects cited. Offerors shall submit similar past performance information on proposed significant or critical subcontractors; but such subcontractor past performance must be relevant to that required under this RFP and to the work to be subcontracted.

(ii) The offeror is responsible for assuring the past performance references furnished and their phone and fax numbers are current, complete and accurate in all instances. Offerors are encouraged to notify the references that their responses to the questionnaires are fundamental to the evaluation of proposals for this project and that the IRS may be contacting them. It shall not be the IRS' responsibility to follow up with past performance references who do not respond or for whom the phone or fax number provided by the offeror is inaccurate, incomplete, or outdated. The IRS may contact other offeror customers at its discretion, and include the past performance information received as part of its evaluation.

L.8 COMMUNICATION AND CORRESPONDENCE

All communications concerning the solicitation, including any of a technical nature, must be made through the contracting officer. Correspondence, including written questions, should be directed to the address shown in ***Block 8 of the Standard Form 33 and marked for the attention of the individual whose name appears in Block 10A of that form.*** All verbal communications should also be directed to that individual. In order to ensure questions concerning any technical aspect of the solicitation receive a timely response, these questions must be received by the contracting officer at least ten (10) calendar days before the due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

L.9 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.10 DISPOSITION OF PROPOSALS

After evaluation, selection and award, one copy of each proposal will be retained by the Contracting Officer, and the remaining copies, if any, will be destroyed by shredding.

SECTION M EVALUATION FACTORS FOR AWARD

M.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 TWO-PHASE PROPOSAL EVALUATION - Evaluation of proposals will be conducted in two phases.

- (a) Phase I will be an initial evaluation of all proposals received.
- (b) Reference is made to FAR 15.306(c)(2) and the above Section L FAR 52.215-1(Alt 1) clause. All proposals will be evaluated initially to determine whether they are in the competitive range.
- (c) Offerors will be notified as soon as possible regarding the Contracting Officer's determination as discussed in M.2(b) above.
- (d) Phase II will include site visits and subsequent evaluation of offerors previously determined to be within the competitive range.

M.3 EVALUATION CRITERIA AND BASIS FOR AWARD

- (a) The IRS will award one contract to the responsible offeror whose proposal represents the best value to the Government, price and other factors considered. The Government reserves the right to award the contract to other than the low offeror. The evaluation of proposals will be based upon a complete

assessment of the offeror's proposal. The factors will be evaluated as described below on a best value basis. Price is not a point-scored factor, but is an important factor. Prices for each offer will be evaluated against the other offers received. Selection will be determined on the basis of the following:

- (1) How well a proposal satisfies the evaluation criteria below.
- (2) The strengths, weaknesses and risks a proposal presents to the Government.
- (3) Evaluation of the proposals relative to the proposed prices to the IRS.

(b) Evaluation Criteria – Phase I

(1) Technical Approach – The Government will evaluate the offeror's technical approach for:

- (1) The offeror's ability to meet the minimum requirements of the Statement of Objectives
- (2) The design and layout of the vehicles
- (3) The technical performance and functionality of the proposed components (audio, video, cooling, etc.)
- (4) The quality of the proposed components (audio, video, cooling, etc.)

(2) Past Performance -

(i) Past performance is a measure of the degree to which the offeror, subcontractor or key personnel satisfied its customers in the past and complied with Federal, state and local laws and regulations. The Government may contact

some or all clients of each offeror, subcontractor, and key personnel (referenced in the offer) to ask to what degree, among other things:

- The offeror delivered quality services in a timely manner
- The offeror's performance conformed to the terms and conditions of its contract;
- The offeror was committed to customer satisfaction.

(ii) The Government will be using information obtained from the National Institutes of Health Contractor Performance System database, if any, and may utilize information from sources other than those provided by the contractor.

The Government may evaluate the past performance of the offeror's proposed key subcontractors in the same manner as the prime contractor to the extent warranted. The offeror will be given an opportunity to comment on third party past performance information, which it has not seen.

(iii) The Government will take into consideration and evaluate accordingly cases where the past performance of an offeror, subcontractor or key personnel is somehow **not** similar in scope, complexity, magnitude, or otherwise lacking relevancy to some degree. For example, a "customer" may give an offeror outstanding on the customer's contract, but if the contract in question is considerably smaller or is otherwise lacking relevancy to the same degree, then the rating given by the government may be lower as it is less relevant.

(iv) In the case of an offeror, subcontractor or key personnel without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. In such a case, the Government may assign the contractor a rating of "neutral" and consider this along with the offeror's other evaluation rating in determining relative capability of offeror. However, the proposal of an offeror with no record of relevant past performance or for whom information on past performance is not available, may not represent the most advantageous proposal to the Government, and thus, may be an unsuccessful proposal when compared to the proposal of other offerors.

(3) Price

(i) The Government will evaluate the total price for each vehicle configuration (i.e. each type of vehicle indicated in the Statement of Work with the indicated required equipment) plus a predetermined selection of optional equipment. The total price for all vehicle configurations with the predetermined selections of optional equipment for the base and all option years will be added for an overall price for evaluation and award purposes. When more than one selection has been offered for an optional equipment CLIN (for example, more than one offered selection of audio recorders, CLIN XX10 AA "ABC Brand Audio Recorder", CLIN XX10 AB "XYZ Brand Audio Recorder", etc.) each additional item offered should include full technical description and specifications to differentiate the items from one another. For price evaluation purposes, items with like technical specifications within each CLIN will be compared. For example, a possible pricing scenario might be to add optional CLINS XXX8, XX13, XX15, and XX22 to a basic "package" CLIN XXX2. If any of the optional CLINS (XXX8, XX13, XX15, and XX22) offered more than one item, price comparisons would be made using the most technically similar items.

(c) Evaluation Criteria – Phase II

Site Visit – The site visit will include the Government's evaluation of the following areas:

- (1) The offeror's ability to convert multiple vehicles at the same time;
- (2) The security of the offeror's site; and
- (3) The offeror's ability to store multiple conversion vehicles.

(d) Relative Importance of the Evaluation Factors –

(1) The evaluation factors listed below will be applied to the proposals within the competitive range. These factors will be evaluated on a best value basis. Prices for each offer will be evaluated against the other offers. The factors are listed in relative order of importance by evaluation phase:

(i) Phase 1 –

- Past Performance
- Technical Proposal
- Price

(ii) Phase II –

- Site visit
- Phase 1 evaluation results
- Price

(2) The IRS will consider the combined technical and past performance evaluation factors significantly more important than price. The importance of price will increase as the difference in technical comparisons decreases.

(e) In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

ATTACHMENT A CONTRACT LINE ITEM DESCRIPTION

The following descriptions apply to the Contract Line Items (CLINs) for this contract:

CLIN Number XXX1	Mini Vans
CLIN Number XXX2	Full Size Vans
CLIN Number XXX3	Sport Utility Vehicles
CLIN Number XXX4	Caps and shells for pickup trucks
CLIN Number XXX5	End user training proposal detailing the type and location of the training. (A minimum of two days of training for two operators per vehicle is required.)
CLIN Number XXX6	An hourly labor rate to cover the cost of integrating new technology into the proposed modifications should this become necessary.
CLIN Number XXX7	Quarterly reports to the IRS Contracting Officer to include at a minimum: <ul style="list-style-type: none"> a) Contract and Delivery Order Number b) Amount of Order c) Date of Order d) Listing of Line Items included in Order e) Ordering Agency f) Ordering Agency point of contact, to include name, phone number and e-mail address. g) Overall total dollar amount for all orders within the reporting period

****Each of the vehicles in *CLINs XXX1, XXX2, XXX3 and XXX4* must include, but shall not be limited to the following equipment, warranties and documentation:**

1. Ergonomically designed master console workstation, equipment racks, and seating areas.
2. Effective interior lighting.
3. Security systems for the vehicle and for the safety of the surveillance system operator. A panic switch that will cause the vehicle's lights to flash and horn to sound must be included in mini and full-size vans.

4. Concealed secure doorway (bulkhead) between the vehicle's driving and surveillance operating compartments for mini and full-size vans.
5. Surveillance operating compartment cooling system that will be effective in all climates throughout the U.S.
6. Soundproofing to minimize the transfer of noise from the surveillance operating compartment to the exterior of the vehicle.
7. Adequate onboard battery power to support a continuous surveillance operation of more than 8 hours in duration.
8. Onboard battery charger.
9. Inverter and outlets for additional AC operated equipment.
10. Ventilation system for the exchange of air in and out of the surveillance operating compartment.
11. Auxiliary ignition system and accelerator for mini and full-size vans.
12. Interior floor, wall and ceiling coverings.
13. Storage area for manuals and supplies.
14. Retractable through the roof periscope with electronic pan and tilt capabilities for full size vans and for other vehicles where feasible.
15. Color video camera for periscope mounting with an electronically controlled zoom lens for long and short-range video in both urban and rural environments.
16. Two or more camera mounting positions for video surveillance through the vehicle's windows.
17. Color video camera for window mounting positions with an electronically controlled zoom lens for long and short-range video in both urban and rural environments.
18. Black and white low-light video camera for window mounting positions with an electronically controlled zoom lens for long and short-range video in both urban and rural environments.
19. VHF and UHF band audio receiver/scanner.

20. One video recorder configured to receive the video signal from any of the camera positions along with the audio from available sources.
21. One color monitor configured to receive the video signal from any of the camera positions along with the audio from available sources.
22. One audio recorder configured to receive the audio from available audio sources.
23. Proposed location of the government supplied two way mobile radio system for mini and full-size vans. The approximate base unit dimensions are: H 2.5", W 9.5", D 13". The government supplied antenna for the mobile radio will be a cowl mounted AM/FM disguised antenna.
24. Covertly installed or disguised antennas for all RF receiving and transmitting equipment, except for the government supplied two way radio system.
25. Modification layout drawings with dimensions and wiring diagrams for each type of vehicle.
26. Time/date generator.
27. Modification warranty (at least one year) documentation.

An itemized list of optional upgrade equipment shall include, but not be limited to the following :

CLIN Number XXX8	Video cameras.
CLIN Number XXX9	Lenses and lens extenders, monitors, recorders, printers, motion sensors, time/date generators.
CLIN Number XX10	Pan and tilt devices.
CLIN Number XX11	Audio recorders.
CLIN Number XX12	Digital and analog receivers and scanners including those that are NTIA (TIA/EIA-102) compliant.
CLIN Number XX13	Heating and cooling systems.
CLIN Number XX14	Trade racks and disguised antenna systems.
CLIN Number XX15	Security systems.

CLIN Number XX16	Batteries.
CLIN Number XX17	Concealed secure doorway (bulkhead) between the vehicle's driving and surveillance operating compartments for sport utility vehicles.
CLIN Number XX18	Intercom system for mini and full-size vans and sport utility vehicles with bulkheads that provides an audio link between the vehicle's driving and surveillance operating compartments.
CLIN Number XX19	Video monitor for driving compartment BNC connector.
CLIN Number XX20	Motor vehicle suspension or stabilization system that will eliminate or substantially reduce vehicle rocking while the surveillance system operator moves around the interior of the surveillance operating compartment.
CLIN Number XX21	Surveillance operating compartment heating system that will be effective in colder U.S. climates.
CLIN Number XX22	Motor vehicle rust proofing.
CLIN Number XX23	Auxiliary ignition system and accelerator for sport utility vehicles, caps and shells.
CLIN Number XX24	Second video recorder configured to receive the video signal from any of the camera positions along with the audio from available sources.
CLIN Number XX25	Second color monitor configured to receive the video signal from any of the camera positions along with the audio from available sources.
CLIN Number XX26	A panic switch that will cause the vehicle's lights to flash and horn to sound for sport utility vehicles, caps and shells.
CLIN Number XX27	A concealed BNC connector installed in the driving compartment. The connection must be configured to provide video signaling from any video source present in the surveillance operating compartment of the vehicle.

CLIN Number XX28

A concealed audio jack installed in the driving compartment of all vehicles that is configured to provide audio signaling from any audio sources present in the surveillance operating compartment of the vehicle.

**ATTACHMENT B
HISTORICAL CONTRACT USE FIGURES**

1999	CUMULATIVE
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	\$77,800.00
NOVEMBER	\$92,360.00
DECEMBER	

**TOTAL FOR
1999: \$170,160.00**

2000	CUMULATIVE
JANUARY	
FEBRUARY	\$173,598.00
MARCH	
APRIL	
MAY	\$12,580.00
JUNE	\$237,769.00
JULY	\$148,242.00
AUGUST	
SEPTEMBER	\$192,192.80
OCTOBER	
NOVEMBER	\$14,249.00
DECEMBER	

**TOTAL FOR
2000: \$778,630.80**

2001	CUMULATIVE
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	\$58,700.45
JUNE	\$528,647.00
JULY	\$98,985.40
AUGUST	
SEPTEMBER	\$231,339.50
OCTOBER	\$125,114.85
NOVEMBER	
DECEMBER	

**TOTAL FOR
2001: \$1,042,787.20**

2002	CUMULATIVE
JANUARY	
FEBRUARY	\$130,292.90
MARCH	\$45,408.30
APRIL	\$40,374.00
MAY	\$295,999.34
JUNE	
JULY	
AUGUST	\$1,107,688.35
SEPTEMBER	\$346,825.40
OCTOBER	\$144,693.95
NOVEMBER	
DECEMBER	

**TOTAL FOR
2002: \$1,980,989.34**

2003	CUMULATIVE
JANUARY	
FEBRUARY	
MARCH	\$982,912.79
APRIL	
MAY	\$282,867.20
JUNE	
JULY	\$312,675.06
AUGUST	
SEPTEMBER	\$2,697,551.39
OCTOBER	\$1,082,597.32
NOVEMBER	
DECEMBER	

**TOTAL FOR
200: \$5,358,603.76**

**ATTACHMENT C
PAST PERFORMANCE QUESTIONNAIRE**

Firm: _____

Address: _____

Solicitation Number: TIRNO-04-R-00010

This past performance questionnaire will be used to evaluate the above firm who is bidding on the IRS's Surveillance Van Conversion requirement. Your name has been provided to us by the firm. This requirement may include conversion of a variety of government furnished vehicles for surveillance use by the IRS and other federal agencies.

Please complete the following questions as thoroughly as possible.

1. Person Completing Questionnaire

Name: _____

Title: _____

FAX Number: _____ Telephone No: _____

E-mail address: _____ Date: _____

2. Did the company in question perform as a prime contractor for your agency?

Answer: _____

3. Did the company in question perform as a subcontractor?

If yes, describe the subcontractor's role in the overall project.

Answer: _____

4. Describe the services/product provided.

Answer: _____

5. Annual dollar value or range of the contract.

Answer: _____

INSTRUCTIONS – For each item, place an "x" immediately to the right of the rating that best describes the contractor's work on this project.

The rating scale is defined below:

1 - EXCELLENT – The contractor's performance was outstanding in this area, including quality of product and timeliness of delivery, with complete customer satisfaction.

2 - VERY GOOD - The contractor's performance was better than expected in this area, including quality of product and timeliness of delivery, with complete customer satisfaction.

3 - SATISFACTORY - The contractor's performance was as expected in this area, including quality of product and timeliness of delivery, with customer satisfaction.

4 - POOR – The contractor's performance was below expectations in this area, including quality of product and timeliness of delivery, with minimal customer satisfaction.

5 – UNSATISFACTORY – The contractor failed to perform in this area, including quality of product and timeliness of delivery, with no customer satisfaction.

N – NOT APPLICABLE OR UNKNOWN – No relevant past performance available for evaluation.

TECHNICAL PERFORMANCE

4. Completion of major tasks/milestones/deliverables on schedule and within estimates.

1 2 3 4 5 N

Comments:

5. Responsiveness to changes in technical direction.

1 2 3 4 5 N

Comments:

6. Ability to identify and solve problems expeditiously.

1 2 3 4 5 N

Comments:

7. Ability to deliver products conforming to specifications/requirements at initial delivery.

1 2 3 4 5 N

Comments:

MANAGEMENT PERFORMANCE

1. Overall communication with your agency or organization.

1 2 3 4 5 N

Comments:

2. Effectiveness and reliability of contractor's key personnel.

1 2 3 4 5 N

Comments:

3. Ability to recruit and maintain qualified personnel.

1 2 3 4 5 N

Comments:

4. Ability to manage multiple and diverse projects or tasks.

1 2 3 4 5 N

Comments:

5. Ability to effectively manage subcontractors.

1 2 3 4 5 N

Comments:

CONVERSION OF SURVEILLANCE VEHICLES

a. Has contractor ever converted vehicles for covert surveillance for your agency?

YES:

NO:

If yes, in what year(s) did you take delivery of vehicles?

If you answered yes to 1 above, what type of vehicles were converted (full size vans, mini-vans, sport utility, pickup truck caps, shells, etc.)? How many of each?

b. How would you rate the training offered by the contractor? Describe the training, including the number of hours, number of students per vehicle, cost and thoroughness.

1 2 3 4 5 N

Comments:

c. How would you rate service and support after delivery?

1 2 3 4 5 N

Comments:

CUSTOMER SATISFACTION

1. How would you rate the contractor's *overall technical performance* on this contract?

1 2 3 4 5 N

Comments:

2. How would you rate the contractor's *overall management performance* on this contract?

1 2 3 4 5 N

Comments:

3. How would you rate the contractor's security procedures relative to the needs of the customer?

1 2 3 4 5 N

Comments:

4. Based on this contractor's overall performance, would you recommend this contractor for a similar contract?

Yes [] No [] If "no", please explain:

5. What are the contractor's best attributes?

6. What are your biggest complaints about this contractor?

GENERAL INFORMATION

1. Has your agency's contract been partially or completely terminated?

Yes [] No [] If "yes", please explain.

2. Were there any changes in the contract dollar value during the life of the contract?

Yes [] No [] If "yes", please explain reason for changes.

Thank you for your time and assistance.

Please return this completed questionnaire to:

Christina Smith

e-Mail: christina.l.smith@irs.gov

FAX (202) 283-1514

Telephone: (202) 283-1119

ATTACHMENT D CONTRACT MANAGEMENT GUIDELINES

PROCESS AND RESPONSIBILITIES

1. The Internal Revenue Service (IRS) Contracting Officer's Technical Representative (COTR) will serve as chief liaison between the contractor and the IRS. The COTR will represent the contracting officer in the administration of technical details within the scope of this contract. The COTR will evaluate contractor delivery order performance and annual performance as requested by the Contracting Officer (CO). The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract. The COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the contracting officer or the Government. The COTR does not have authority to alter the contractor's obligations or to change the contract specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify contract obligations or the statement of work, changes will be issued in writing and signed by the contracting officer. The COTR assignment for this contract may be changed at any time by the Government without prior notice to the contractor. The contractor will be notified of the change.

2. Each Agency placing delivery orders under this contract will appoint an Administrative COTR for each specific order. The Administrative COTR will assist with the following administration tasks of the contract and delivery orders:

- (1) Review and acceptance of invoices.
- (2) Facilitate and monitor the issuance of modifications to delivery orders and the contract.
- (3) Coordinate meetings.
- (4) Processing of contract actions through the contracting officer
- (5) Perform acceptance of invoices for delivery orders.
- (6) Resolve technical issues or problems under the contract.
- (7) Monitor and review all proposed delivery orders generated from the operating divisions/offices prior to any discussion or contact with the contractor.
- (8) Furnish the CO with final acceptance of all products/services.
- (9) Furnish the IRS CO with copies of all orders placed under the contract.

The COTR represents the CO. The CO is the only person authorized to direct the contractor to stop work, change contract/delivery order scope of work or price, deliverables and contract/delivery order schedule.

- (1) Each Agency placing delivery orders under this contract will appoint an Administrative CO for each specific order. Prior to issuing initial delivery orders under this contract, Agency Contracting Officers shall contact the IRS CO and provide information on their intended use of the contract

along with point of contact information.

3. DELIVERY ORDER PROCESS

(1) Delivery orders will use a performance-based process, in which the ordering agency's requirements will be specified using a statement of the objective(s) (SOO) of the requirement. The Program Manager and the Administrative COTR will work together to complete a SOO and any other specific requirements. The Administering Contracting Officer will then send a request for quote to the contractor with the detailed requirements and required response time.

- (2) The contractor in response shall offer:
- (a) A statement of work for satisfying the objective.
 - (b) Delivery date(s).
 - (c) Proposed firm fixed price.

The contractor's quote will be evaluated and discussions held, as needed, for subsequent issuance of an order. Generally, delivery orders will be issued within seven workdays from receipt of offer from the contractor.

(3) The quoted price shall be supported by the estimated hours, line item price, as applicable, associated labor costs, if any, and delivery schedule. Individual delivery orders may be for one, all, or a combination of the contract line items included in the contract. The performance measures agreed to and included in any delivery order will be the basis for acceptance by the ordering agency.

(4) All delivery orders will be firm fixed price.

4. REVIEWS AND FINAL ACCEPTANCE

Each ordering agency is responsible for a timely review of the products delivered under its delivery orders. The Administrative COTR will furnish final acceptance or comments to the contractor within ten (10) workdays after receipt of final deliverable from the contractor.